

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF FRISCO, TEXAS AND ENVIRONMENTAL INDUSTRIES, LP, FOR COLLECTION, TRANSPORTATION, AND DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE (HHW) FOR THE CITIES OF FRISCO AND MCKINNEY TEXAS.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS:

SECTION 1: The City Manager of the City of Frisco, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, the contract by and between the City of Frisco, Texas, and Environmental Industries, LP, a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

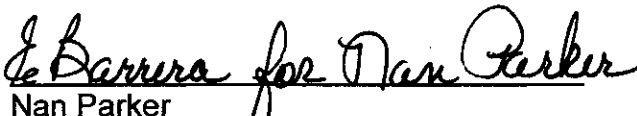
SECTION 2: This Resolution shall take effect immediately upon its passage.

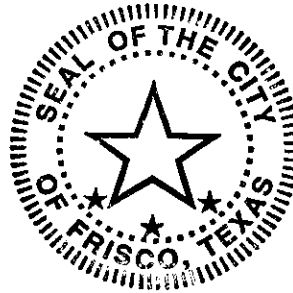
RESOLVED THIS THE 3rd day of January, 2007



E. MICHAEL SIMPSON, Mayor

ATTEST TO:


Nan Parker
City Secretary



**AGREEMENT TO PROVIDE THE COLLECTION, TRANSPORTATION,
AND DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE ("HHW")
FROM A PERMANENT FACILITY**

This Agreement (the "Agreement") is made and entered into this the 18th day of January, 2007, by the **City of Frisco, Texas** (hereinafter called the "City"), a Texas municipal corporation, and **Environmental Industries, LP**, a Texas limited partnership (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, City issued a Cooperative Competitive Sealed Bid No. 0610-004, seeking competitive sealed bids for the collection, transportation, and disposal of household hazardous waste ("HHW") from a permanent facility for the cities of Frisco and McKinney, Texas, is attached hereto as Exhibit "A" and incorporated herein in its entirety by reference for all purposes (the "Bid Request"); and

WHEREAS, Contractor timely submitted a sealed bid to provide the collection, transportation, and disposal of household hazardous waste ("HHW") from a permanent facility for the cities of Frisco and McKinney, Texas, in response to the Bid Request, which is attached hereto as Exhibit "B" and incorporated herein in its entirety by reference for all purposes (the "Submittal"); and

WHEREAS, City has selected Contractor to provide the services sought in the Bid Request.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Scope of Services.

The Contractor shall provide such services, equipment and supplies upon the terms and conditions set forth in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide all of the work as specified by the terms and conditions of the Agreement Documents.

2. Term.

Performance of the service by Contractor under this Agreement shall begin on _____, 2007, and continue for a one (1) year period ending on _____, 2008. The City shall have the option of extending this Agreement for four (4) additional terms of one (1) year each upon the same terms and conditions by giving Contractor written notice of its intent to extend prior to the expiration of the then current one (1) year term. This Agreement may be terminated by the City at any time upon providing thirty (30) days advance written notice to Contractor of the termination date.

3. Agreement Documents.

The "Agreement Documents", as that term is used herein, shall include the following documents, and this Agreement does hereby expressly incorporate same herein as fully as if set forth verbatim in the Agreement:

- A. This Agreement;
- B. The Bid Request attached hereto as Exhibit "A"; and
- C. The Submittal attached hereto as Exhibit "B".

This Agreement shall incorporate the terms of the Bid Request in its entirety. To the extent that Exhibit "A" or Exhibit "B" are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit "A", shall prevail in that order, followed by Exhibit "B".

4. Entire Agreement.

The Agreement Documents contain the entire agreement of the parties with respect to the matters contained herein. All provisions of the Agreement Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to the Agreement Documents shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

5. Insurance.

The Contractor shall procure and keep in full force and effect throughout the term of this Agreement all of the insurance policies specified in, and required by, the Agreement Documents.

6. Counterparts.

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

7. Indemnity.

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE CITY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONTRACTOR. CONTRACTOR

AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY OWNER IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CITY'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CITY'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. OWNER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF OWNER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

8. Consideration.

This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

9. Venue.

This Agreement shall be construed under and in accordance with the laws of the State of Texas and venue shall be only in Collin County, Texas, where the services will be performed and paid for.

10. Binding Effect.

This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

11. Ordinances.

Except as specifically provided in the Agreement Documents, the parties agree that contractor shall be subject to all Ordinances of the City, whether now existing or in the future arising.

12. Authority to Execute.

The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

13. Assignment.

This Agreement may not be assigned.

14. Sovereign Immunity.

The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

15. Notice.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to:

Environmental Industries, LP
Attn: Chris Cowman, President
901 10th Street
Plano, Texas 75074

If to City, to:

City of Frisco
Attn: City Manager
6101 Frisco Square Blvd.
Frisco, Texas 75034

16. Severability.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

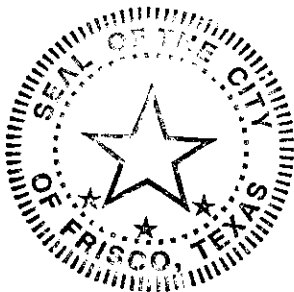
17. Representations.

Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

18. Miscellaneous Drafting Provisions.

This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this the 12th day of January, 2007.



CITY OF FRISCO, TEXAS
a Texas municipality

By: George Purefoy
George Purefoy, City Manager

ATTEST:

APPROVED AS TO FORM:

Nan Parker
Nan Parker, City Secretary

Julie Y. Fort
ABERNATHY, ROEDER, BOYD & JOPLIN, P.C.
Julie Y. Fort, City Attorney

**Environmental Industries, LP,
a Texas limited partnership**

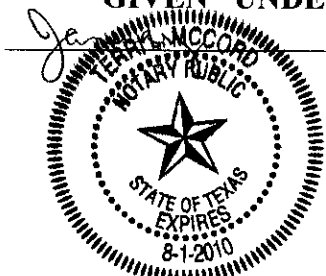
By: [Signature]
General Partner

By: [Signature]
Chris Cowman, President

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **George Purefoy**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the **City of Frisco, Texas** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12th day of January, 2007.

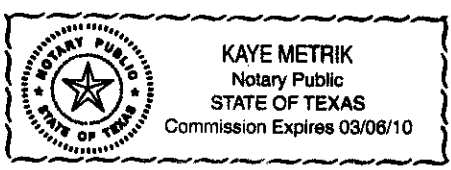


Jenni L. McCord
Notary Public in and for the State of Texas
My Commission Expires: 8/1/10

STATE OF TEXAS §
 §
COUNTY OF Collin §

BEFORE ME, the undersigned authority, on this day personally appeared **Chris Cowman** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for **Environmental Industries, LP** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of January, 2007.



Kaye Metrik
Notary Public in and for the State of Texas
My Commission Expires: _____

Exhibit "A"
BID REQUEST

GENERAL INFORMATION
CITY OF FRISCO, TEXAS

COOPERATIVE COMPETITIVE SEALED BID NO.0610-004

FRISCO
Collection, Transportation, and Disposal of Household Hazardous Waste (HHW)
from a Permanent Facility for the Cities of Frisco and McKinney, Texas

DOCUMENTS ARE DUE TO THE OFFICE OF THE PURCHASING AGENT PRIOR
TO: *November 13, 2006 @ 2:00PM*
NO LATE BIDS WILL BE ACCEPTED

ORIGINAL AND THREE COPIES REQUIRED

DOCUMENTS
MAY BE DELIVERED OR
MAILED TO:

CITY OF FRISCO
TOM JOHNSTON,
PURCHASING AGENT
6101 Frisco Square Blvd.,
FRISCO, TX 75034

Mandatory On-Site Tours
Are Required For This Bid
BY No Later Than 2:00 PM
November 1, 2006. City of
Frisco Contact is Ralph
Saccomano 972 335 5912.
City of McKinney Contact
is Eric Hopes 972 547
7388.

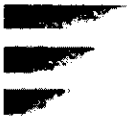
Question Deadline

5:00 PM November 2, 2006

FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:

Tom Johnston C.P.M.
Purchasing Agent
tjohnston@friscotexas.gov
972 292 5540

Jean Stellatella
Buyer
jstellatella@friscotexas.gov
972 292 5541



CITY OF FRISCO

FRISCO

COOPERATIVE COMPETITIVE SEALED BID NUMBER 0610-004 Collection, Transportation, and Disposal of Household Hazardous Waste (HHW) from a Permanent Facility Cities of Frisco & McKinney, Texas Low Bid

BIDDER MUST SUBMIT ORIGINAL BID PLUS THREE "COPIES" TO FACILITATE EVALUATION. IF THREE "COPIES" ARE NOT SUBMITTED WITH THE ORIGINAL, YOUR BID MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

The City of Frisco, Texas (the "City"), serving as the lead agency for a cooperative competitive sealed low bid in cooperation with the City of McKinney, Texas is accepting Competitive Sealed Low Bids for the collection, transportation, and disposal of Household Hazardous Waste (HHW) from a Permanent Facility.

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

Bids must be received by November 13, 2006 at 2:00 PM BY THE PURCHASING AGENT'S OFFICE. NO BID WILL BE ACCEPTED AFTER November 13, 2006 at 2:00 PM. ALL BIDS RECEIVED AFTER November 13, 2006 at 2:00 PM WILL BE CONSIDERED UNRESPONSIVE.

MANDATORY ON-SITE TOURS

Mandatory on-site tours of both cities' collection facilities are required for this bid by no later than 2:00 PM November 1, 2006. Contractors are responsible for scheduling the tours with Ralph Saccomano for the City of Frisco – 972-335-5912 and Eric Hopes for the City of McKinney – 972-547-7388.

QUESTION DEADLINE

Questions concerning this bid must be submitted in writing via email to Jean Stellatella, Buyer, at email address jstellatella@friscotexas.gov by 5:00 PM November 2, 2006. Questions submitted after 5:00 PM November 2, 2006 will not be considered.

Bids will be publicly opened and read at the George A. Purefoy Municipal Center, located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on November 13, 2006 at 2:05 PM.

Write the competitive sealed bid number 0610-004, name of bid, Collection, Transportation, and Disposal of Household Hazardous Waste (HHW) from a Permanent Facility, and the name of your organization on the outer envelope.

Bids are to be submitted in accordance with the attached City specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a bid. The City reserves the right to reject any or all bids, to waive formalities, or to proceed otherwise when in the best interest of the City.

SEE ATTACHED SPECIFICATIONS/BID FORM

The successful bidder may be required to execute a written contract.

The City will have the right and option to extend the term of the contract for four (4) additional one (1) year periods upon the same terms and conditions. The City will also have the right and option to terminate the contract upon thirty (30) days written notice.

GENERAL CONDITIONS OF BIDDING

1. INSTRUCTIONS: These instructions apply to all bids/proposals and become a part of the terms and conditions of any bid/proposal submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

BIDDING

2. FORM: Bidders must submit original and three (3) copies of the sealed bid/written quote/proposal to the Purchasing Agent prior to response due date/time. Failure to submit the additional copies may result in the bid being declared unresponsive to specification and may not be further evaluated.
3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
4. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
5. ERROR-QUANTITY: Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
7. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
8. BIDDER SHALL PROVIDE: With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.

9. **ALTERING/WITHDRAWAL OF BIDS:** Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be withdrawn after opening time without first submitting a written reason to the Purchasing Manager and obtaining the Purchasing Manager's approval.
10. **PRESENTATION OF BIDS:** No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope.
11. **CORRESPONDENCE:** This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
12. **ADDENDA:** Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
13. **LATE BIDS:** Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
14. **BID OPENINGS:** All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.

15. **BID TABULATION:** Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. **BID RESULTS WILL NOT BE GIVEN BY TELEPHONE.** You can also download a copy on our website, www.friscotexas.gov. If you have any questions, please contact the City of Frisco, Purchasing Division, at (972) 292 5541.

16. **PROTESTS:** All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Manager within in five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

17. **BID AWARD:** The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.
18. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

19. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
- A. Have adequate financial resources or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

20. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
21. **SPECIFICATION-SAMPLES:** Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**

22. TESTING: An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".
25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
26. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

PURCHASE ORDERS AND PAYMENT

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Purchasing Agent to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.
31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.
32. INVOICES: Invoices must be submitted by the successful bidder in duplicate to the City of Frisco, George A. Purefoy Municipal Center, Finance Division, 4th Floor, 6101 Frisco Square Blvd., Frisco, TX 75034

CONTRACT

33. **CONTRACT PERIOD/RENEWAL OPTIONS:** In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
34. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.
35. **AUDIT:** The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
36. **SUCCESSFUL BIDDER SHALL:** Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
37. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

38. **ACCEPTABILITY:** All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Purchasing Agent or designated representative.
39. **REMEDIES:** The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
40. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.
41. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
42. **NO PROHIBITED INTEREST:** The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services....."
42. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

43. **DISCLOSURE OF CERTAIN RELATIONSHIPS**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov.

By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract

Type and amount of Insurance

Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages)
Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)

Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)
Umbrella Coverage or Excess Liability
Coverage of \$2 Million Dollars

Supplemental Information

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

2. Name and address of principal place of business, and phone number of your company's majority owner:

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

AFFIDAVIT OF NO PROHIBITED INTEREST

(Supplemental Information)

(I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.

(I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor: _____

Title of Officer: _____

Signature of Contractor: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS *

*

COUNTY OF COLLIN *

BEFORE ME, the undersigned authority, on this day personally appeared, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the _____ day of _____, 2002.

Signature of Notary Public in and for the State of Texas

STAMP

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

1. Sole Proprietorship ☐ YES ☐ NO
2. Partnership ☐ YES ☐ NO
3. Corporation ☐ YES ☐ NO

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner's full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

Is this firm a minority, or woman-owned business enterprise?

☐ NO ☐ YES If yes, specify ☐ MBE ☐ WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? ☐ NO ☐ YES

If yes, specify governmental agency: _____

Date of certification: _____

For explanation please see Terms and Conditions Item #43

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

4 Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

Adopted 11/02/2005

CONFLICT OF INTEREST QUESTIONNAIRE**For vendor or other person doing business with local governmental entity**

- 5 **Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each affiliation or business relationship.

Signature of person doing business with the governmental entity

Date

Adopted 11/02/2005

BIDDER REMINDER LIST:
REQUESTED DOCUMENTATION INCLUDED?
ORIGINAL AND ONE (1) COPY INCLUDED?
ALL BLANKS COMPLETED ON THIS BID FORM?
COMPLETED COMPANY PROFILE/REFERENCES?
COMPLETED SIGNATURE?

**CITY OF FRISCO/CITY OF MCKINNEY
COLLECTION, TRANSPORTATION, AND DISPOSAL OF HOUSEHOLD
HAZARDOUS WASTE (HHW) FROM A PERMANENT FACILITY
REQUEST FOR BID #0610-004
Low Bid**

Introduction Scope of Services:

The City of Frisco, Texas, acting as lead agency in cooperation with the City of McKinney, Texas invites and will accept competitive sealed low bids for the collection, transportation, and disposal of Household Hazardous Waste (HHW) from a permanent facility by the Purchasing Department at the George A. Purefoy Municipal Center, 6101 Frisco Square Blvd., Frisco, Texas 75034. The intent is to use the results of this cooperative process to award a contract for the collection, transportation, and disposal of Household Hazardous Waste (HHW) from a permanent facility to the lowest responsive, responsible bidder.

Bid Questions:

Questions concerning this Bid must be submitted in writing by email to Jean Stellatella, Buyer, Email: jstellatella@friscotexas.gov by 5:00 PM November 2, 2006. Questions submitted after that time will not be considered. In the event that it is necessary to provide additional clarifying data or information, or to revise any part of this Bid, revisions/amendments and /or supplements will be provided to all recipients of this initial Bid by the Purchasing Department.

Contract Term and Extension:

The contract term will be for one year, with City options to renew for four additional one year terms. These are not automatic extensions. Ninety (90) days prior to the contract anniversary date, the Purchasing Departments of the Cities of Frisco and McKinney, Texas will take into consideration vendor performance before a decision to renew is made to either continue this contract into each of the four (4) optional renewal years or to terminate and re-bid this contract. Upon mutual agreement of both parties, the contract may be extended under the same terms and conditions on the anniversary date for up to four one-year periods.

Selection and Evaluation Award Criteria:

The City will award the bid to the responsive and responsible lowest bidder.

The City will be the sole judge of the quality and suitability of the services offered in its determination of the successful bidder.

General Specifications

The chosen service provider will serve as the Primary Contractor. The Primary Contractor will be responsible for subcontracting selected services related to the recycling, reuse, collection, transportation or disposal of the collected HHW.

Contractor Requirements

The Contractor shall ensure that all packaging and transportation of hazardous and non-hazardous material shall be in accordance with all Department of Transportation (DOT) Regulations;

The Contractor shall comply with all federal, state, and local requirements of transportation, storage, and disposal, including obtaining all necessary permits, licenses, and approvals;

The Contractor shall at no time utilize a subcontractor for any task, including, but not limited to transport, treatment, storage or disposal, that is not Environmental Protection Agency (EPA) and/or Texas Commission Environmental Quality (TCEQ) licensed and /or registered to perform such tasks if EPA and/or TCEQ license or registration is required;

The Contractor shall provide information demonstrating that during the past five (5) years there has been no litigation involving the Contractor regarding hazardous waste collection, categorization, packaging, transportation or disposal;

All disposal sites and treatment methods used by the Contractor shall be approved by End User. Any changes in disposal site or treatment method without obtaining prior approval of End User shall constitute a material breach of the contract. In all instances, the Contractor must adhere to EPA treatment standards for treatment and disposal of wastes;

The Contractor shall comply with the waste management priorities established by the End User. The End User reserves the right to conduct audits and/or inspections of any transportation, storage or disposal facilities used by the Contractor;

The Contractor shall submit a list of on-site equipment that will be available at the collection site or facility. The list should include all fire prevention, safety, personal protective equipment, and other equipment that the Contractor determines suitable or necessary for the project;

The Contractor shall submit spill and fire prevention plans tailored to the on-site activities at the City of Frisco and the City of McKinney's Environmental Collection Facilities;

The Contractor shall submit a format for a contingency plan and provide a description of notification procedures to the participants of on-site emergencies and evacuation of the participants in case of an emergency on-site;

The Contractor shall submit Standard Operating Procedures (SOP's) for the bulking of flammable liquids on-site at the collection site or facility;

The Contractor shall submit at least five (5) letters of reference from previous HHW collection projects;

The Contractor shall submit a complete listing of storage/transfer/transportation and disposal facilities which may be utilized throughout the course of collection. The list should include the location, point of contact, phone number, Federal/State TXD Number and permits for each of the facilities;

The Contractor shall submit a listing of all warning notifications, violations and/or citations received from pertinent federal, and/or state agencies in the past three (3) years by the Contractor, Transporter, Storage Facility and /or Disposal Facility;

The Contractor shall provide copies of all manifests to the End User and within three (3) weeks after a pickup/collection of HHW; and

The Contractor shall provide Certificates of Disposal/Destruction that indicate the date, location, and method of treatment and disposal within nine (9) months of arrival of the waste at the permitted facility.

Insurance Requirements

The bidder shall be bonded.

Proof of insurance is required for this contract. The bidder recommended for award of this contract must be able to furnish a valid insurance certificate to the City within seven (7) days of the notification of such potential award, meeting the City's insurance requirements. See the City's Insurance Requirements for coverage details.

Contract Administration

The successful bidder must execute a Contract within ten (10) days after receipt of documents. The Site contact person will coordinate work the successful bidder. The Department utilizing the service will be responsible for monitoring the contract to ensure service requirements are met. Any Changes to existing contract or contract renewals shall be communicated to the Purchasing Department.



CITY OF FRISCO PURCHASING DIVISION

FRISCO

BID FORM

0610-004

Collection, Transportation, and Disposal of Household Hazardous Waste (HHW) from a Permanent Facility

Hazardous Waste Collections will be made at the following locations:

**City of Frisco
Environmental Services
11300 Research Road
Frisco, Texas 75034**

**City of McKinney
Hazardous Waste Storage Facility
Facilities Services Complex
Building C
1550 S. College Street,
McKinney, Texas 75070**

Expenditure Information

Personnel \$ _____
Hourly Rate per Person

The number of staff for final packaging and transporting HHW collected materials is typically performed by a two-person team (buddy system) for safety purposes. Please identify your company's typical staffing arrangements for such work and include a pay rate for all staff involved.

Transportation \$ _____
Per Visit Charge

Please identify any transportation fees associated with the collection of HHW from the Environmental Collection Center.

Disposal And Supplies

Please provide costs associated with the pick up and disposal of the following HHW and supporting supplies:

Aerosols - Loose Packed	\$ _____	Per 55-gal drum
Freon Cylinders	\$ _____	Each
Oxygen Cylinder	\$ _____	Each
Non Flammable Cylinders	\$ _____	Each
Compressed Flammable Gas Cylinders - Loose Pkd	\$ _____	Per 55-gal drum
Compressed Flammable Gas - 5 gallon Cylinder	\$ _____	Each
Poison/Toxic (pesticide, herbicide, etc.) Solid Lab Pk	\$ _____	Per 55-gal drum
Poison/Toxic (pesticide, herbicide, etc.) Liquid Lab Pk	\$ _____	Per 55-gal drum
Flammable Solid - Lab Pack	\$ _____	Per 55-gal drum
Flammable (fuels blended) Liquid Bulked	\$ _____	Per 55-gal drum
Oil Based Paint - Cubic Yard Box	\$ _____	Each
Oil Based Paint - Lab Pack	\$ _____	Per 55-gal drum
Oil Based Paint - Bulked	\$ _____	Per 55-gal drum
Latex Paint - Cubic Yard Box	\$ _____	Each
Latex Paint - Lab Pack	\$ _____	Each
Latex Paint - Bulked	\$ _____	Per 55-gal drum
Gasoline - Bulked	\$ _____	Per 55-gal drum
Antifreeze - Bulked	\$ _____	Per 55-gal drum
Non-Hazardous Solid (caulk, joint compound, etc.) - Lab Pack	\$ _____	Per 55-gal drum
RCRA Empty	\$ _____	Per 55-gal drum
Corrosive (acids, bases) - Lab Pack	\$ _____	Per 55-gal drum
Oxidizers - Lab Pack	\$ _____	Per 55-gal drum
Asbestos Containing Materials	\$ _____	Per 55-gal drum
Organic Peroxides - Lab Packed	\$ _____	Per 5 gal bucket
Organic Compounds (amines) - Lab Packed	\$ _____	Per 5 gal bucket
Mercury (compound, elemental, debris, etc.)	\$ _____	Per 5 gal bucket
Lighting Ballasts (assume PCB content)	\$ _____	Per 5 gal bucket
NiMH & NiCAD Batteries	\$ _____	Per 5 gal bucket
Lithium & Li-ion Batteries	\$ _____	Per 5 gal-bucket
Mercury Batteries	\$ _____	Per 5 gal bucket
Lead Acid batteries	\$ _____	Per 5 gal bucket
New/Reconditioned Poly Drum	\$ _____	Per 55-gal drum
New/Reconditioned Metal Drum	\$ _____	Per 55-gal drum
New Poly Buckets	\$ _____	Per 5 gal bucket
New Cubic Yard Box	\$ _____	Each
Vermiculite (Absorbent)	\$ _____	Each
Oil Dry	\$ _____	Each
Haz-Cat/Unknown Identification	\$ _____	Each

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation For Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Company Name: _____

Address: _____

Authorized Signature: _____

Title: _____ Federal ID #/SSN #: _____

Print Name: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Date: _____

Acknowledgement of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____



CITY OF FRISCO PURCHASING DIVISION

10/30/06

Addendum #1
Bid #0610-004
Household Hazardous Waste

Clarifications / Additions / Deletions

Change of phone number for Ralph Saccomano

From: 972 335 5912
To: 972 292 5912

Vendors who may have already submitted a bid and feel this addendum may change their bid price, may pick up their bid, and return it by the closing date. If picking up the bid is not feasible, any new bid submitted by your firm will supercede one previously submitted.

Acknowledge receipt of this addendum by initialing in the appropriate space on the RFP document.

Sincerely,

Jean Stelatella CPIM
Buyer
City of Frisco



CITY OF FRISCO PURCHASING DIVISION

November 3, 2006

Addendum #2
Bid #0610-004
Household Hazardous Waste

Clarifications / Additions / Deletions

Questions & Answers

Vendor's Question:

On-Site Labor - How many hours are the two (2) staff members typically on-site packaging the waste?

City of Frisco's Answer: The amount of time to package Household Hazardous Waste (HHW) from the City of Frisco's Environmental Collection Center will fluctuate. Environmental Service's staff will package a majority of the HHW brought into the facility. There are times, however, when assistance may be required from the vendor after a larger collection event.

City of McKinney's Answer: McKinney does not require on site labor, only the driver and an assistant driver for all waste pick ups.

Vendor's Question:

On page 25 of 26, the line item for Latex Paint-Lab Pack is price per each - What size container does this line item refer to?

City of Frisco & City of McKinney's Answers:

Latex paint will be picked up in a 55-gallon drum.

Vendor's Question:

What are the waste volumes for a typical shipment? Do you require a semi-truck with van trailer that holds up to 80 drums or is a straight truck that holds up to 40 drums acceptable?

City of Frisco's Answer:

On a typical shipment of household hazardous waste from the City of Frisco's Environmental Collection Center, the waste volumes will vary from twelve 55-gallon drums to thirty 55-gallon drums of various waste products. As such, a "bob tail" strait truck with lift gate, which holds up to 40 drums, will be acceptable.

City of McKinney's Answer:

Volume per pickup (averaging once per month) is approximately 12 to 15, 55 gallon drums of various waste streams. The contractor may utilize a "bob tail" strait truck with lift gate.

Vendor's Question:

Do you have a breakdown of waste volumes per waste category shipped per year (i.e. 5,000 lbs of latex, 25 lbs flammable solids, etc.)?

City of Frisco's Answer:

Due to the high growth rate of the City of Frisco, the waste volume for collection (per category,) has increased roughly thirty percent, year over year. The following table delineates the amount and type of waste collected for each of the past three years.

WASTE STREAM LIST (IN GALLONS)	YEAR	YEAR	YEAR	YEAR	YEAR	YEAR
PRODUCT	2001	2002	2003	2004	2005	2006
PAINT (LATEX & OIL-BASED)	275	715	1100	1485	3025	3850
GARDEN PRODUCTS (PESTICIDES, HERBICIDES)	165	330	440	550	660	1200
GASOLINE	55	220	330	330	330	330

City of McKinney's Answer:

Varies, mostly latex paint and flammable liquids; with lesser amounts of toxic and flammable solids, oxidizers, corrosives, batteries, etc.

Vendor's Question:

Who is the current contractor?

City of Frisco's Answer:

Environmental Industries.

City of McKinney's Answer:

No current contractor

Vendor's Question:

Is a copy of the current contract pricing available?

City of Frisco's Answer:

This is the first time that Frisco has requested a bid for contracted services. No contract pricing is available.

City of McKinney's Answer:

N/A

Vendor's Question:

Define the type of signed manifest you are requiring in 3 weeks, i.e., the signed manifest for the designated TSDR or the signed manifest from the transporter?

Cities of Frisco & McKinney's Answers:

A manifest from the transporter and a manifest from the Treatment, Storage, and Disposal Facility (TSDF).

Vendor's Question:

Is there a bid bond or performance bond required?

Cities of Frisco & McKinney's Answers:

No

Vendors who may have already submitted a bid and feel this addendum may change their bid price, may pick up their bid, and return it by the closing date. If picking up the bid is not feasible, any new bid submitted by your firm will supersede one previously submitted.

Acknowledge receipt of this addendum by initialing in the appropriate space on the RFP document.

Sincerely,

Jean Stelatella CPIM
Buyer
City of Frisco

Exhibit “B”
SUBMITTAL

B

BID NUMBER

0610-004

**Collection, Transportation, and Disposal of
Household Hazardous Waste (HHW) from a
Permanent Facility for the Cities of Frisco and
McKinney, Texas**

Prepared For:

CITY OF FRISCO, TEXAS



Prepared By:

ENVIRONMENTAL INDUSTRIES, LP

901 10th Street

Plano, TX 75074

Phone: 972.390.9899

Fax: 972.943.9829

www.eiwaste.com



**HAZARDOUS & NONHAZARDOUS
WASTE SERVICES**

**DATE SUBMITTED:
NOVEMBER 7, 2006**

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BID FORM.....	6

LITIGATION

Environmental Industries, LP has had no prior litigation.

LIST OF ON SITE EQUIPMENT

PPE (Gloves, Tyvek, Respirator, Hardhat and Goggles)
Spill Kit (Overpack and Absorbents)
Fire Extinguisher

REFERENCES

City of McKinney
Eric Hope
972.547.7385

City of Frisco
Ralph Saccomano
972.335.5519

City of Parker
Doug Garber
972.442.6811

City of Little Elm
Kevin Mattingly
972.294.3855

Kaufman County
Marilyn May
972.524.0007

STORAGE / TRANSFER / TRANSPORTTION / DISPOSAL FACILITIES

Philip Services Corporation - Dallas
214-637-5575

Rineco Chemical Industries, Inc.
800.243.6732

United Recycler Services, LP
214.748.5764

Environmental Light Recyclers
817.924.9300

Siemens
214.637.6264

BFI Itasca Landfill
254.687.2511

Amerigas
972.442.5421

US Ecology Texas
800.242.3209

LISTING OF WARNING NOTIFICATIONS, VIOLATIONS AND/OR CITATIONS RECEIVED

Environmental Industries, LP currently has had no warning, violations or citations.

SUPPLEMENTAL INFORMATION

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

901 10TH STREET
PLANO, TEXAS 75074
972.390.9899

2. Name and address of principal place of business, and phone number of your company's majority owner:

ENVIRONMENTAL INDUSTRIES, LP
901 10TH STREET
PLANO, TEXAS 75074
972.390.9899

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

ENVIRONMENTAL INDUSTRIES, LP
901 10TH STREET
PLANO, TEXAS 75074
972.390.9899

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

AFFIDAVIT OF NO PROHIBITED INTEREST
(Supplemental Information)

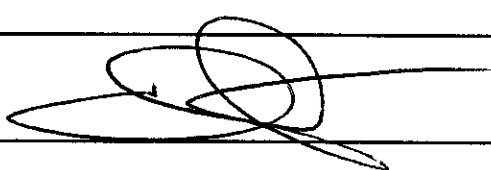
(I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.

(I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor: **ENVIRONMENTAL INDUSTRIES, LP**

Title of Officer: **PRESIDENT**

Signature of Contractor: _____



Date: **NOVEMBER 7, 2006**

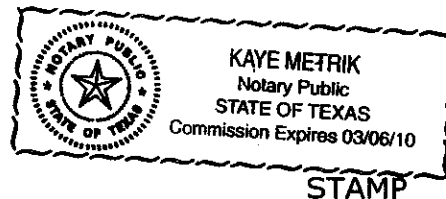
ACKNOWLEDGMENT

STATE OF TEXAS *
 *
COUNTY OF COLLIN *

BEFORE ME, the undersigned authority, on this day personally appeared, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the 8th day of November, 2006.

Kaye Metrik
Signature of Notary Public in and for the State of Texas



SUPPLEMENTAL INFORMATION

Please provide the following information for contract development. Is your firm?

- | | | |
|------------------------|---|--|
| 1. Sole Proprietorship | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| 2. Partnership | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| 3. Corporation | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner's full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

ENVIRONMENTAL INDUSTRIES, LP

Is this firm a minority, or woman-owned business enterprise?

NO ☒ YES ☐ If yes, specify (_____) MBE (_____) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? NO ☒ YES ☐

If yes, specify governmental agency: _____

Date of certification: _____



CITY OF FRISCO PURCHASING DIVISION

BID FORM
0610-004

**Collection, Transportation, and Disposal of Household Hazardous
Waste (HHW) from a Permanent Facility**

Hazardous Waste Collections will be made at the following locations:

**City of Frisco
Environmental Services
11300 Research Road
Frisco, Texas 75034**

**City of McKinney
Hazardous Waste Storage Facility
Facilities Services Complex
Building C
1550 S. College Street,
McKinney, Texas 75070**

Expenditure Information

Personnel **\$ 25.00**
Hourly Rate per Person

The number of staff for final packaging and transporting HHW collected materials is typically performed by a two-person team (buddy system) for safety purposes. Please identify your company's typical staffing arrangements for such work and include a pay rate for all staff involved.

Transportation **\$ 150.00**
Per Visit Charge

Please identify any transportation fees associated with the collection of HHW from the Environmental Collection Center.

Disposal And Supplies

Please provide costs associated with the pick up and disposal of the following HHW and supporting supplies:

Aerosols - Loose Packed	\$ 225.00	Per 55-Gal Drum
Freon Cylinders	\$ 50.00	Each
Oxygen Cylinder	\$ 100.00	Each
Non Flammable Cylinders	\$ 100.00	Each
Compressed Flammable Gas Cylinders - Loose Pkd	\$ 80.00	Per 55-Gal Drum
Compressed Flammable Gas - 5 gallon Cylinder	\$ 20.00	Each
Poison/Toxic (pesticide, herbicide, etc.) Solid Lab Pk	\$ 195.00	Per 55-Gal Drum
Poison/Toxic (pesticide, herbicide, etc.) Liquid Lab Pk	\$ 195.00	Per 55-Gal Drum
Flammable Solid - Lab Pack	\$ 195.00	Per 55-Gal Drum
Flammable (fuels blended) Liquid Bulked	\$ 75.00	Per 55-Gal Drum
Oil Based Paint - Cubic Yard Box	\$ 400.00	Each
Oil Based Paint - Lab Pack	\$ 195.00	Per 55-Gal Drum
Oil Based Paint - Bulked	\$ 75.00	Per 55-Gal Drum
Latex Paint - Cubic Yard Box	\$ 150.00	Each
Latex Paint - Lab Pack	\$ 75.00	Each
Latex Paint - Bulked	\$ 75.00	Per 55-Gal Drum
Gasoline - Bulked	\$ 75.00	Per 55-Gal Drum
Antifreeze - Bulked	\$ 95.00	Per 55-Gal Drum
Non-Hazardous Solid (caulk, joint compound, etc)-Lab Pack	\$ 75.00	Per 55-Gal Drum
RCRA Empty	\$ 15.00	Per 55-Gal Drum
Corrosive (acids, bases) - Lab Pack	\$ 250.00	Per 55-Gal Drum
Oxidizers - Lab Pack	\$ 450.00	Per 55-Gal Drum
Asbestos Containing Materials	\$ 95.00	Per 55-Gal Drum
Organic Peroxides - Lab Packed	\$ 100.00	Per 5 Gal Bucket
Organic Compounds (amines) - Lab Packed	\$ 100.00	Per 5 Gal Bucket
Mercury (compound, elemental, debris, etc.)	\$ 80.00	Per 5 Gal Bucket
Lighting Ballasts (assume PCB content)	\$ 50.00	Per 5 Gal Bucket
NiMH & NiCAD Batteries	\$ 25.00	Per 5 Gal Bucket
Lithium & Li-ion Batteries	\$ 25.00	Per 5 Gal Bucket
Mercury Batteries	\$ 50.00	Per 5 Gal Bucket
Lead Acid batteries	\$ 10.00	Per 5 Gal Bucket
New/Reconditioned Poly Drum	\$ 40.00	Per 55 Gal Drum
New/Reconditioned Metal Drum	\$ 25.00	Per 55 Gal Drum
New Poly Buckets	\$ 9.00	Per 5 Gal Bucket
New Cubic Yard Box	\$ 65.00	Each
Vermiculite (Absorbent)	\$ 15.00	Each
Oil Dry	\$ 25.00	Each
Haz-Cat/Unknown Identification	\$ 25.00	Each

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation For Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Company Name: ENVIRONMENTAL INDUSTRIES, LP

Address: 901 10TH STREET, PLANO, TEXAS 75074

Authorized Signature: 

Title: PRESIDENT

Federal ID #/SSN #: 77-0623027

Print Name: CHRIS COWMAN

Telephone Number: 972.390.9899

Fax Number: 972.943.9829

Email Address: ccowman@eiwaste.com

Date: NOVEMBER 7, 2006

Acknowledgement of Addenda: #1 ☒ #2 ☐ #3 ☐ #4 ☐ #5 ☐

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/12/2006
PRODUCER (972)267-8000 FAX (972)380-2001 Insurance One Agency, L.C. 16300 Addison Road, Suite 100 P.O. Box 796428 Dallas, TX 75379-6428		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Environmental Industries, LP 901 10th Street Plano, TX 75074		
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: Evanston Insurance Co.		
INSURER B: Empire Fire & Marine		
INSURER C: America First Insurance Co.		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cont. Pollution <input checked="" type="checkbox"/> Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	06PKG01630	12/12/2006	12/12/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CL671310	12/12/2006	12/12/2007	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$ AUTO ONLY: AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				X WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC8011180	04/11/2006	04/11/2007	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is listed as Additional Insured as Required By Written Contract as respects General Liability, Contractors Pollution Liability and Auto Liability.

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Robin Phillips/RAP1

For explanation please see Terms and Conditions Item #43

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		OFFICE USE ONLY Date Received
1	<p>Name of person doing business with local governmental entity.</p> <p>CHARIS COMPANY (ENVIRONMENTAL INDUSTRIES LP)</p>	
2	<p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. N/A</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	<p>Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.</p> <p>N/A</p>	

4	<p>Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.</p> <p style="text-align: center;">N/A</p>
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Adopted 11/02/2003

FORM CIQ
Page 2

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

- 5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.**

This section, Item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.


A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☒ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☒ No

D. Describe each affiliation or business relationship.

6



Signature of person doing business with the governmental entity

12/11/06
Date

Adopted 11/02/2005

BIDDER REMINDER LIST:
REQUESTED DOCUMENTATION INCLUDED?
ORIGINAL AND ONE (1) COPY INCLUDED?
ALL BLANKS COMPLETED ON THIS BID FORM?
COMPLETED COMPANY PROFILE/REFERENCES?
COMPLETED SIGNATURE?